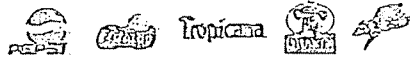


EXHIBIT 3

**PEPSICO**

700 Anderson Hill Road Purchase, New York 10577 www.pepsico.com

March 12, 2007

Tracy Wei
Maxway International Co., Inc.
Unit 7 S/F1, Max Trade Centre
23, Luk-Hop Street
San Po Kong
Kowloon, Hong Kong

BY E-MAIL, FAX AND CERTIFIED MAIL

Re.: Maxway License Agreement with PepsiCo, Inc.

Dear Tracy:

This letter will confirm that Maxway has failed to cure all of the breaches enumerated in our prior Notices of Termination dated December 13, 2006 and February 14, 2007 as required by the terms of the above referenced License Agreement. In addition, Maxway has failed to make its fourth quarter royalty payment under the License Agreement, which remains outstanding.

Accordingly, please be advised that the aforementioned License Agreement is now terminated. Your attention is drawn to the provisions of paragraph 10.4 of the License Agreement entitled Post-Termination Obligations, which requires, among other things:

- Maxway shall, within thirty (30) days of termination, provide PepsiCo with a final statement of Licensed Products on hand or in process;
- All remaining payments due under this Agreement, including the balance of the Guaranteed Minimum Royalties, shall be accelerated and shall become immediately due and payable;
- All labels, signs, etc. shall immediately become the property of PepsiCo and Maxway shall immediately deliver same to PepsiCo's place of business; and
- Maxway shall promptly deliver to PepsiCo a copy of its most recent list of accounts.

We must also note that under paragraph 10.4 (a) there is no right of disposal of Licensed Products in the event of termination. As such, all further use of the PEPSI Property by both Maxway and its distributors, including Besco, must immediately cease.

Very truly yours,

Elizabeth Bilus

cc.: Adam Cohen, Esq.
Greg Battersby, Esq.
Li Chiang Ling, Esq.